



राजपत्र, हिमाचल प्रदेश

हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

मंगलवार, 22 नवम्बर, 2022/01 मार्गशीर्ष 1944

हिमाचल प्रदेश सरकार

LABOUR AND EMPLOYMENT DEPARTMENT

NOTIFICATION

Shimla, the 1st November, 2022

No. Shram (A) 3-8/2021 (Awards) L.C. Shimla.—In exercise of the powers vested under section 17 (1) of the Industrial Disputes Act, 1947, the Governor Himachal Pradesh is pleased to

order the publication of awards of the following cases announced by the Presiding Officer, Labour Court Shimla on the website of the Printing & Stationery Department, Himachal Pradesh *i.e.* “e-Gazette” :—

Sl. No.	Case No	Petitioner	Respondent	Date of Award/Order
1.	Ref. 04/2021	Sh. Roshan Lal	M/s Shiva Electronics Industries	01-09-2022
2.	Ref. 05/2021	Sh. Balbir Singh	M/s Shiva Electronics Industries	01-09-2022
3.	Ref. 06/2021	Sh. Sunil Kumar	M/s Shiva Electronics Industries	01-09-2022
4.	Ref. 07/2021	Sh. Anil Kumar	M/s Shiva Electronics Industries	01-09-2022
5.	Ref. 08/2021	Sh. Lal Chand	M/s Shiva Electronics Industries	01-09-2022
6.	Ref. 09/2021	Sh. Ghanshyam	M/s Shiva Electronics Industries	01-09-2022
7.	Ref. 154/2021	Sh. Bholu Shah	M/s Sobhagia Clothing Co. Solan.	01-09-2022
8.	Ref. 144/2021	Sh. Naresh Kumar	M/s Oyster Pharma, Sirmaur	01-09-2022
9.	Ref. 146/2021	Sh. Rishi Pal	M/s Oyster Pharma, Sirmaur	01-09-2022
10.	Ref. 148/2021	Sh. Rakesh Kumar	M/s Oyster Pharma, Sirmaur	01-09-2022
11.	Ref. 149/2021	Sh. Sukhdev Singh	M/s Oyster Pharma, Sirmaur	01-09-2022
12.	Ref. 22/2020	Sh. Naresh Kumar	M/s Ban Labs (P) Ltd.	01-09-2022
13.	Ref. 126/2019	Pradeep Kumar	M/s Ban Labs (P) Ltd.	01-09-2022
14.	Ref. 13/2020	Sh. Vinod Bharti	M/s R.H. Laboratories	01-09-2022
15.	Ref. 182/2022	Karamchari Sangh	Exicom Tele System Ltd.	01-09-2022
16.	Ref. 263/2020	Sh. Rakesh Kumar	M/s Transasia Bio Medical Ltd.	01-09-2022
17.	Ref. 177/2022	Smt. Urmila Sharma	M/s Sunvet Healthcare Nahan	01-09-2022
18.	Ref. 157/2022	Mahender Prasad	M/s Baddi University of Science	01-09-2022
19.	Ref. 44/2018	Smt. Santosh Pal	Administrator-cum-CEO Sanitarium Hospital.	01-09-2022
20.	Ref. 49/2021	Sh. Jagat Singh	M/s Moms (P) Ltd.	01-09-2022
21.	Ref. 46/2020	Sh. Rajender Singh	PDC Healthcare Paonta Sahib	29-09-2022
22.	App. 11/2022	Sh. Devender Singh	Surya Textech	29-09-2022
23.	Ref. 236/2020	Workers Union	M/s Swan Aluminums (P) Ltd.	30-09-2022

By order,

AKSHAY SOOD,
Secretary (Lab. & Emp.).

**BEFORE SHRI RAJESH TOMA RPRESIDING JUDGE H. P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 04 of 2021

Instituted on : 08-01-2021

Decided on : 01-09-2022

Roshan Lal s/o Shri Mam Raj r/o Village & P.O. BikramBagh, Tehsil Nahan, District Sirmaur, H.P. . .Petitioner.

Versus

The Occupier/Factory Manager M/s Shiva Electricals Industries, Village Pipalwala, P.O. Bikrambagh, Tehsil Nahan, District Sirmaur, H.P. . .Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Narender Thakur, Advocate

For Respondent : Shri Deepak Jain, AR

AWARD

The following reference petition has been received from the Appropriate Government *vide* notification dated 11.12.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Roshan Lal s/o Shri Mam Raj r/o Village & P.O. BikramBagh, Tehsil Nahan, District Sirmaur, H.P. *w.e.f.* 21.03.2020 by the Occupier/Factory Manager M/s Shiva Electricals Industries, Village Pipalwala, P.O. Bikrambagh, Tehsil Nahan, District Sirmaur, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including back-wages.

3. To the fore, Shri Rajinder Kumar Garg, owner of respondent company has stated that the matter stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready and willing to pay a sum of ₹ 28,000/- (Twenty Eight Thousand), towards lump sum compensation, to the petitioner. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Roshan Lal, *vide* his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum compensation amount to him amounting to ₹ 28,000/- (Twenty Eight Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 28,000/- (Rupees Twenty Eight Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 04 of 2021.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent company is directed to pay agreed amount *i.e.* Rs. 28,000/- (Twenty Eight Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1-9-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court,
Shimla.

**BEFORE RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 05 of 2021
Instituted on : 08-01-2021
Decided on : 01-09-2022

Balbir Singh s/o Shri Jhandu Ram r/o Village Maderwa, P.O. Bikram Bagh, Tehsil Nahan,
District Sirmaur, H.P. . . *Petitioner.*

Versus

The Occupier/Factory Manager M/s Shiva Electricals Industries, Village Piplawala, P.O.
Bikrambagh, Tehsil Nahan, District Sirmaur, H.P. . . *Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Narender Thakur, Advocate
For Respondent : Shri Deepak Jain, AR

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 11.12.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Balbir Singh s/o Shri Jhandu Ram r/o Village Maderwa, P.O. Bikram Bagh, Tehsil Nahan, District Sirmaur, H.P. w.e.f. 21.03.2020 by the Occupier/Factory Manager M/s Shiva Electricals Industries, Village Pipalwala, P.O. Bikrambagh, Tehsil Nahan, District Sirmour, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including back-wages.

3. To the fore, Shri Rajinder Kumar Garg, owner of respondent company has stated that the matter stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready and willing to pay a sum of ₹28,000/- (Twenty Eight Thousand), towards lump sum compensation, to the petitioner. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Balbir Singh, *vide* his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum compensation amount to him amounting to ₹ 28,000/- (Twenty Eight Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrate that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 28,000/- (Rupees Twenty Eight Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 05 of 2021.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent company is directed to pay agreed amount *i.e.* Rs. 28,000/- (Twenty Eight Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1-9-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 06 of 2021
Instituted on : 08-01-2021
Decided on : 01-09-2022

Sunil Kumar s/o Shri Som Chand r/o Village & P.O. Bikram Bagh, Tehsil Nahan, District Sirmaur, H.P. . *Petitioner.*

Versus

The Occupier/Factory Manager M/s Shiva Electricals Industries, Village Pipalwala, P.O. Bikrambagh, Tehsil Nahan, District Sirmaur, H.P. *Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Narender Thakur, Advocate
For Respondent : Shri Deepak Jain, AR

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 11.12.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Sunil Kumar s/o Shri Som Chand r/o Village & P.O. Bikram Bagh, Tehsil Nahan, District Sirmour, HP *w.e.f.* 21.03.2020 by the Occupier/Factory Manager M/s Shiva Electricals Industries, Village Pipalwala, P.O. Bikrambagh, Tehsil Nahan, District Sirmaur, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including back-wages.

3. To the fore, Shri Rajinder Kumar Garg, owner of respondent company has stated that the matter stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready and willing to pay a sum of ₹28,000/- (Twenty Eight Thousand), towards lump sum compensation, to the petitioner. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Sunil Kumar, *vide* his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum compensation amount to him amounting to ₹ 28,000/- (Twenty Eight Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrate that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 28,000/- (Rupees Twenty Eight Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 06 of 2021.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent company is directed to pay agreed amount *i.e.* Rs. 28,000/- (Twenty Eight Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1-9-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 07 of 2021
Instituted on : 08-01-2021
Decided on : 01-09-2022

Anil Kumar s/o Shri Som Chand r/o Village & P.O. Bikram Bagh, Tehsil Nahan, District
Sirmaur, H.P. *Petitioner.*

Versus

The Occupier/Factory Manager M/s Shiva Electricals Industries, Village Pipalwala, P.O.
Bikrambagh, Tehsil Nahan, District Sirmaur, H.P. *Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Narender Thakur, Advocate
For Respondent : Shri Deepak Jain, AR

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 11.12.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Anil Kumar s/o Shri Som Chand r/o Village & P.O. Bikrambagh, Tehsil Nahan, District Sirmaur, H.P. *w.e.f.* 21.03.2020 by the Occupier/ Factory Manager M/s Shiva Electricals Industries, Village Pipalwala, P.O. Bikrambagh, Tehsil Nahan, District Sirmaur, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including back-wages.

3. To the fore, Shri Rajinder Kumar Garg, owner of respondent company has stated that the matter stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready and willing to pay a sum of ₹28,000/- (Twenty Eight Thousand), towards lump sum compensation, to the petitioner. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Anil Kumar, *vide* his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum compensation amount to him amounting to ₹ 28,000/- (Twenty Eight Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 28,000/- (Rupees Twenty Eight Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 07 of 2021.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent company is directed to pay agreed amount *i.e.* Rs. 28,000/- (Twenty Eight Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1-9-2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum-Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H. P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

ReferenceNumber : 08 of 2021

Instituted on : 08-01-2021

Decided on : 01-09-2022

Lal Chand s/o Shri Mansa Ram r/o Village Pipalwala, P.O. Bikrambagh, Tehsil Nahan,
District Sirmaur, H.P. . .Petitioner. .

Versus

The Occupier/Factory Manager M/s Shiva Electricals Industries, Village Pipalwala, P.O.
Bikrambagh, Tehsil Nahan, District Sirmaur, H.P. . .Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Narender Thakur, Advocate

For Respondent : Shri Deepak Jain, AR

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 11.12.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Lal Chand s/o Shri Mansa Ram r/o Village Pipalwala, P.O. Bikrambagh, Tehsil Nahan, District Sirmour, H.P. *w.e.f.* 21.03.2020 by the Occupier/Factory Manager M/s Shiva Electricals Industries, Village Pipalwala, P.O. Bikrambagh, Tehsil Nahan, District SirmAur, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including back-wages.

3. To the fore, Shri Rajinder Kumar Garg, owner of respondent company has stated that the matter stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready and willing to pay a sum of ₹ 28,000/- (Twenty Eight Thousand), towards lump sum compensation, to the petitioner. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Lal Chand, *vide* his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum compensation amount to him amounting to ₹ 28,000/- (Twenty Eight Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrate that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 28,000/- (Rupees Twenty Eight Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 08 of 2021.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent company is directed to pay agreed amount *i.e.* Rs. 28,000/- (Twenty Eight Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1-9-2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 09 of 2021
Instituted on : 08-01-2021
Decided on : 01-09-2022

Ghyanshyam s/o Shri Prem Chand r/o Village Pipalwala, P.O. Bikram Bagh, Tehsil Nahan,
District Sirmour, H.P. . . *Petitioner.*

Versus

The Occupier/Factory Manager M/s Shiva Electricals Industries, Village Pipalwala, P.O.
Bikram Bagh, Tehsil Nahan, District Sirmour, H.P. . . *Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Narender Thakur, Advocate
For Respondent : Shri Deepak Jain, AR

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 11.12.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Ghyanshyam s/o Shri Prem Chand r/o Village Pipalwala, P.O. Bikrambagh, Tehsil Nahan, District Sirmaur, H.P. *w.e.f.* 21.03.2020 by the Occupier/Factory Manager M/s Shiva Electricals Industries, Village Pipalwala, P.O. Bikrambagh, Tehsil Nahan, District Sirmour, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including back-wages.

3. To the fore, Shri Rajinder Kumar Garg, owner of respondent company has stated that the matter stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready and willing to pay a sum of ₹28,000/- (Twenty Eight Thousand), towards lump sum compensation, to the petitioner. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Ghanshyam, *vide* his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum compensation amount to him amounting to ₹ 28,000/- (Twenty Eight Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrate that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 28,000/- (Rupees Twenty Eight Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 09 of 2021.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent company is directed to pay agreed amount *i.e.* Rs. 28,000/- (Twenty Eight Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1-9-2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**IN THE COURT OF SHRI RAJESH TOMAR, PRESIDING JUDGE, H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 154 of 2021

Instituted on : 03-09-2021

Decided on : 01-09-2022

Bhola Shah s/o Shri Vimal Shah, r/o Village Palakhwala, P.O. Jharmajri, Tehsil Baddi, District Solan, H.P. . .*Petitioner.*

Versus

The Occupier/Factory Manager M/s Sobhagia Clothing Co., Plot No. 6 & 8 EPIP, V.P.O. Jharmajri, Tehsil Baddi, District Solan, H.P. . .*Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Nemo

For the Respondent : Nemo

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 12.08.2021, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether the action of the Occupier/Factory Manager M/s Sobhagia Clothing Co., Plot No. 6 & 8 EPIP, V.P.O. Jharmajri, Tehsil Baddi, District Solan, HP to transfer Shri Bhola Shah s/o Shri Vimal Shah, r/o Village Palakhwala, P.O. Jharmajri, Tehsil Baddi, District Solan, H.P. *w.e.f.* 01.03.2021 from Baddi Plant District Solan to Ludhiana Plant District Ludhiana (Punjab) is legal and justified? If not, what relief including reinstatement of services at present station alongwith other consequential service benefits and compensation to the above aggrieved workman is entitled to from the above stated employer/management?”

2. On receiving the aforesaid reference, an Industrial Dispute has arisen between the parties on account of the reference received from the appropriate government, which was duly registered with this office, as Reference Petition no. 154 of 2021 and accordingly, notices were issued to both the parties but neither the petitioner nor any counsel on his behalf has appeared before this Court whereas Ms. Dimple, Advocate has put in appearance on behalf of the respondent.

3. This Court had been issuing continuously notices to petitioner through registered letter on the address given in reference notification itself, has not been received back to this Court either served or unserved. This Court is issuing notices to the petitioner but neither the petitioner nor any Counsel on his behalf has appeared before this Court which seems that presently he is not interested to pursue his case arising out of reference. The matter is being listed for the service of the petitioner but he has intentionally failed to appear before this Court which seems that at present the petitioner is not interested to pursue his petition. Therefore, I am left with no other alternative but to decide the present application on the basis of material whatsoever is available on record.

4. At the very inception, it will be apt to take note of the relevant provisions of the Industrial Disputes Act, 1947. Section 2 (b) of the Act, which defines the Award as hereunder:—

“(b) “award” means an interim or a final determination of any industrial dispute or of any question relating thereto by any Labour Court, Industrial Tribunal or National Industrial Tribunal and includes an arbitration award made under Section 10A;”.

5. Furthermore, Sub-Section (1) of Section 11 of the Act provides that subject to any rules that may be made in this behalf, an arbitrator, a Board, Court, Labour Court, Tribunal or National Tribunal shall follow such procedure as the arbitrator or other authority concerned may think it fit.

6. The State of Himachal Pradesh has framed rules called “The Industrial Disputes Rules, 1974.”

Similarly, Rule 25 thereof which reads thus:—

“Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed ex-parte.- If without sufficient cause being shown, any party to the proceeding before a Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator fails to attend or to be represented, the Board, Court, Labour Court, Tribunal, National Tribunal or Arbitrator may proceed, as if the party had duly attended or had been represented.”

7. Again, Rule 25 of the Industrial Disputes Rules, 1974 authorizes the adjudicating authority to proceed in the absence of a party. It creates a fiction which enables the Labour Court to presume that all the parties are present before it although, in fact, it is not true, and thus make an ex parte award. This Tribunal in these circumstances has to imagine that the absentee workman is present and having done so, can give full effect to its imagination and carry it to its logical end. Under Rule 25, this Court, in all fairness, has to imagine that the worker is present, he is unwilling to file the statement of claim, adduce evidence or argue her/his case.

8. In the instant case, neither the worker nor his Authorized Representative has put in appearance before this Tribunal despite having been served as per law. In these circumstances, the Labour Court can proceed and pass ex parte award on its merits.

9. This Court is constrained to draw an adverse inference to the factum that the petitioner is not interested in pursuing further. The case is lingering upon for the fault of none than other but the petitioner himself. Hence, this Court/Tribunal is left with no other alternate/option then to consign this reference petition to the record room and it is ordered accordingly. This reference petition will be taken up as and when anyone will put in appearance before this Tribunal to prosecute this reference petition and get the file revives after filing appropriate application.

10. Let a copy of this award be communicated to the appropriate government for publication in the official gazette.

11. File, after completion, be consigned to records.

Ordered accordingly.

Announced in the open Court today this 1st day of September, 2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 144 of 2021
Instituted on : 01-09-2021
Decided on : 01-09-2022

Naresh Kumar s/o Shri Birdiya Ram, r/o Village Toka Sahib, P.O. Hamidpur, Tehsil Bilaspur, District Yamunanagar, Haryana. . *Petitioner.* .

Versus

The Occupier/Factory Manager M/s Oyster Pharma, 35, Industrial Area, Kala Amb, District Sirmaur H.P. (Correspondence Address: M/s Oyster Lab Limited, 81-82, Industrial Estate, Ambala Cantt 133006) . *Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Prateek Kumar, Advocate
For Respondent : Shri Brijesh Chauhan, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government vide notification dated 24.12.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Naresh Kumar s/o Shri Birdiya Ram, r/o Village Toka Sahib, P.O. Hamidpur, Tehsil Bilaspur, District Yamunanagar, Haryana *w.e.f.* 23.03.2020 by the Occupier/Factory Manager M/s Oyster Pharma, 35, Industrial Area, Kala Amb, District Sirmaur H.P. (Correspondence Address: M/s Oyster Lab Limited, 81-82, Industrial Estate, Ambala Cantt. 133006), without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including back-wages.

3. To the fore, Shri Vaibhav Kakar, Partner of the respondent company has stated that the reference received from the appropriate government regarding the termination of the services of the petitioner by the respondent *w.e.f.* 23.03.2020, in violation of the Act, stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready to pay a sum of ₹ 38,000/- (Thirty Eight Thousand), towards lump sum compensation which shall include the past service benefits, back-wages, compensation etc. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Naresh Kumar, vide his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum compensation amount to him amounting to ₹ 38,000/- (Thirty Eight Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrate that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 38,000/- (Thirty Eight Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 144 of 2021.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent Company is directed to pay agreed amount i.e. Rs. 38,000/- (Thirty Eight Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 146 of 2021
Instituted on : 01.09.2021
Decided on : 01.09.2022

Rishi Pal s/o Shri Ajmer Singh, r/o Village Sadiqpur, P.O. Sadhaura, Tehsil Bilaspur,
District Yamunanagar, Haryana. *..Petitioner.*

Versus

The Occupier/Factory Manager M/s Oyster Pharma, 35, Industrial Area, Kala Amb, District
Sirmaur H.P. (Correspondence Address: M/s Oyster Lab Limited, 81-82, Industrial Estate, Ambala
Cantt 133006) *..Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Prateek Kumar, Advocate

For Respondent : Shri Brijesh Chauhan, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 24.12.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Rishi Pal s/o Shri Ajmer Singh, r/o Village Sadiqpur, P.O. Sadhoura, Tehsil Bilaspur, District Yamunanagar, Haryana *w.e.f.* 23.03.2020 by the Occupier/Factory Manager M/s Oyster Pharma, 35, Industrial Area, Kala Amb, District Sirmaur HP (Correspondence Address: M/s Oyster Lab Limited, 81-82, Industrial Estate, Ambala Cantt. 133006), without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including back-wages.

3. To the fore, Shri Vaibhav Kakar, Partner of the respondent company, has stated that the reference received from the appropriate government regarding the termination of the services of the petitioner by the respondent *w.e.f.* 23.03.2020, in violation of the Act, stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready to pay a sum of ₹ 38,000/- (Thirty Eight Thousand), towards lump sum compensation which shall include the past service benefits, back-wages, compensation etc. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Rishi Pal, *vide* his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum compensation amount to him amounting to ₹ 38,000/- (Thirty Eight Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case vis-a-vis perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 38,000/- (Thirty Eight Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 146 of 2021.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent Company is directed to pay agreed amount i.e. Rs. 38,000/- (Thirty Eight Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 148 of 2021
Instituted on : 01-09-2021
Decided on : 01-09-2022

Rakesh Kumar s/o Shri Mam Raj, r/o Village Sadiqpur, PO Sadhoura, Tehsil Bilaspur,
District Yamunanagar, Haryana . *Petitioner.*

Versus

The Occupier/Factory Manager M/s Oyster Pharma, 35, Industrial Area, Kala Amb, District
Sirmour H.P. (Correspondence Address: M/s Oyster Lab Limited, 81-82, Industrial Estate, Ambala
Cantt. 133006) . *Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Prateek Kumar, Advocate
For Respondent : Shri Brijesh Chauhan, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government vide notification dated 24.12.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Rakesh Kumar s/o Shri Mam Raj, r/o Village Sadiqpur, P.O. Sadhoura, Tehsil Bilaspur, District Yamunanagar, Haryana *w.e.f.* 23.03.2020 by the Occupier/Factory Manager M/s Oyster Pharma, 35, Industrial Area, Kala Amb, District Sirmour H.P. (Correspondence Address: M/s Oyster Lab Limited, 81-82, Industrial Estate, Ambala Cantt. 133006), without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief

including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?"

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including back-wages.

3. To the fore, Shri Vaibhav Kakar, Partner of the respondent company, has stated that the reference received from the appropriate government regarding the termination of the services of the petitioner by the respondent *w.e.f.* 23.03.2020, in violation of the Act, stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready to pay a sum of ₹ 38,000/- (Thirty Eight Thousand), towards lump sum compensation which shall include the past service benefits, back-wages, compensation etc. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Rakesh Kumar, *vide* his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum compensation amount to him amounting to ₹ 38,000/- (Thirty Eight Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 38,000/- (Thirty Eight Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 146 of 2021.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent Company is directed to pay agreed amount *i.e.* Rs. 38,000/- (Thirty Eight Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 149 of 2021
Instituted on : 01.09.2021
Decided on : 01.09.2022

Sukhdev Singh S/o Shri Kashmira Ram, r/o Village Rajpur, P.O. Sarawan, Tehsil Bilaspur,
District Yamunanagar, Haryana . . . *Petitioner.*

Versus

The Occupier/Factory Manager M/s Oyster Pharma, 35, Industrial Area, Kala Amb, District
Sirmour H.P. (Correspondence Address: M/s Oyster Lab Limited, 81-82, Industrial Estate, Ambala
Cantt. 133006) . . . *Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : ShriPrateek Kumar, Advocate
For Respondent : Shri Brijesh Chauhan, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government vide notification dated 24.12.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Sukhdev Singh S/o Shri Kashmira Ram, r/o Village Rajpur, P.O. Sarawan, Tehsil Bilaspur, District Yamunanagar, Haryana *w.e.f.* 23.03.2020 by the Occupier/Factory Manager M/s Oyster Pharma, 35, Industrial Area, Kala Amb, District Sirmour H.P. (Correspondence Address: M/s Oyster Lab Limited, 81-82, Industrial Estate, Ambala Cantt. 133006), without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including back-wages.

3. To the fore, Shri Vaibhav Kakar, Partner of the respondent company, has stated that the reference received from the appropriate government regarding the termination of the services of the petitioner by the respondent *w.e.f.* 23.03.2020, in violation of the Act, stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready to pay a sum of ₹ 68,000/- (Sixty Eight Thousand), towards lump sum compensation which shall include the past service benefits, back-wages, compensation etc. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Sukhdev Singh, *vide* his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum

compensation amount to him amounting to ` 68,000/- (Sixty Eight Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case vis- a –vis perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 68,000/- (Sixty Eight Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 149 of 2021.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent Company is directed to pay agreed amount *i.e.* Rs. 68,000/- (Sixty Eight Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 22 of 2020
Instituted on : 22-02-2020
Decided on : 01-09-2022

Naresh Kumar s/o Shri Babu Ram, r/o Village Babrapur, P.O. Dhaula Kaun, Tehsil Paonta Sahib, District Sirmaur, H.P. . .*Petitioner.*

Versus

1. The Factory Manager M/s Ban labs (P) Ltd., Village & P.O. Dhaula Kaun, Tehsil Paonta Sahib, District Sirmaur, H.P.

2. M/s Om Staffing Labour Solution India (P) Ltd., C/o Ban labs (P) Ltd., Village & P.O. DhaulaKaun, Tehsil Paonta Sahib, District Sirmaur, H.P. . .*Respondents.*

Reference under section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Shri J. C. Bhardwaj, AR
For the Respondent No.1 : Shri J. P. Singh, Advocate
For the Respondent No.2 : Shri Bhaskar Joshi, AR

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 08.01.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Naresh Kumar S/o Shri Babu Ram R/o Village Babrapur, P.O. Dhaula Kaun, Tehsil Paonta Sahib, District Sirmaur, H.P. *w.e.f.* 27.11.2018 by M/s Om Staffing Labour Solution India (P) Ltd., C/o Ban labs (P) Ltd., Village & P.O. Dhaula Kaun, Tehsil Paonta Sahib, District Sirmaur, H.P. (contractor) and the Factory Manager M/s Ban Labs (P) Ltd., Village & P.O. Dhaula Kaun, Tehsil Paonta Sahib, District Sirmaur, H.P. (Principal Employer), allegedly without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including full back-wages.

3. To the fore, Shri J.C. Bhardwaj, AR for the petitioner has stated that the reference received from the appropriate government regarding the termination of the services of the petitioner by the respondents *w.e.f.* 27.11.2018, in violation of the Act, stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready and willing to pay a sum of ₹ 45,000/- (Forty Five Thousand), towards lump sum compensation which shall include the past service benefits, back-wages, compensation etc. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. S/Shri J.P. Singh, Advocate for respondent no.1 and Shri Bhaskar Joshi, AR for respondent no.2, *vide* their joint statement, has stated that they are ready and willing to pay lump sum compensation amount to the petitioner amounting to ₹ 45,000/- (Forty Five Thousand), within a period of thirty days (30) from the date of award.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 45,000/- (Forty Five Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 22 of 2020.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been

fully & finally compensated. The Respondent Company is directed to pay agreed amount *i.e.* Rs. 45,000/- (Forty Five Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 126 of 2019
Instituted on : 23-08-2019
Decided on : 01-09-2022

Pradeep Kumar s/o Shri Raunki Ram r/o Village & P.O. Kollar, Tehsil Paonta Sahib,
District Sirmour, H.P. . . . *Petitioner.*

Versus

1. The Factory Manager M/s Ban labs (P) Ltd., Village & P.O. Dhaula Kaun, Tehsil Paonta Sahib, District Sirmour, H.P.

2. M/s Om Staffing Labour Solution India (P) Ltd., C/o Ban labs (P) Ltd., Village & P.O. Dhaula Kaun, Tehsil Paonta Sahib, District Sirmour, H.P. . . . *Respondents.*

Reference under section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Shri J.C. Bhardwaj, AR
For the Respondent No.1 : Shri J.P. Singh, Advocate
For the Respondent No. 2 : Shri Bhaskar Joshi, A

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 06.08.2019, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Pradeep Kumar s/o Shri Raunki Ram, r/o Village & P.O. Kollar, Tehsil Paonta Sahib, District Sirmour, H.P. *w.e.f.* 02.07.2018 by M/s

Om Staffing Labour Solution India (P) Ltd., C/o Ban labs (P) Ltd., Village & P.O. Dhaula Kaun, Tehsil Paonta Sahib, District Sirmaur, H.P. (contractor) and the Factory Manager M/s Ban Labs (P) Ltd., Village & PO Dhaula Kaun, Tehsil Paonta Sahib, District Sirmaur, HP (Principal Employer), allegedly without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, amount of back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?"

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including full back-wages.

3. To the fore, Shri J.C. Bhardwaj, AR for the petitioner has stated that the reference received from the appropriate government regarding the termination of the services of the petitioner by the respondents *w.e.f.* 02.07.2018, in violation of the Act, stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready and willing to pay a sum of ₹ 25,000/- (Twenty Five Thousand), towards lump sum compensation which shall include the past service benefits, back-wages, compensation etc. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. S/Shri J. P. Singh, Advocate for respondent no.1 and Shri Bhaskar Joshi, AR for respondent no.2, *vide* their joint statement, has stated that they are ready and willing to pay lump sum compensation amount to the petitioner amounting to ₹ 25,000/- (Twenty Five Thousand), within a period of thirty days (30) from the date of award.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 25,000/- (Twenty Five Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 126 of 2019.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent Company is directed to pay agreed amount *i.e.* Rs. 25,000/- (Twenty Five Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 13 of 2020
Instituted on : 17-09-2019
Decided on : 01-09-2022

Vinod Bharti s/o Shri Kanta Bharti, c/o Shri Chaman Sharma, r/o Near Shiv Mandir
Taruwala, Tehsil Paonta Sahib, District Sirmaur, H.P. . .*Petitioner.* .

Versus

The Factory Manager M/s R.H. Laboratories Gondpur, Tehsil Paonta Sahib, District
Sirmaur, H.P. . .*Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Prateek Kumar, Advocate
For Respondent : Shri J.P. Singh, Adv.

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 14.02.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Vinod Bharti s/o Shri Kanta Bharti C/o Shri Chaman Sharma, r/o Near Shiv Mandir Taruwala, Tehsil Paonta Sahib, District Sirmaur, H.P. *w.e.f.* 30.04.2019, by the Management of M/s R. H. Laboratories, Gondpur, Tehsil Paonta Sahib, District Sirmaur, H.P. is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein that the respondent may kindly be directed to reinstate the petitioner with all service benefits including full back-wages.

3. To the fore, Shri Harish Kumar Digani, Factory Manager of the respondent company has stated that the industrial dispute raised by the petitioner in reference no. 13 of 2020 qua his termination *w.e.f.* 30.04.2019, stood amicably resolved between the parties. As per the settlement, the respondent company is ready and willing to pay a sum of ₹ 1,40,000/- (One lacs Forty Thousand) to the petitioner. The respondent company will make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect, his statement recorded separately.

4. The petitioner Shri Vinod Bharti, *vide* his separate statement has stated that the industrial dispute raised by me *vide* reference no. 13 of 2020 stood amicably settled between the parties and the statement made by Shri Harish Kumar, is acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrate that the Industrial Dispute raised from the side of the petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 1,40,000/- (One Lacs Forty Thousand), as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 13 of 2020.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent company is directed to pay agreed amount i.e. ₹ 1,40,000/- (One Lacs Forty Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum. It is expressly made clear that the aforesaid compensation shall be paid the petitioner in lieu of his re-instatement and back-wages only. Besides, this the petitioner is also held entitled for gratuity, leave encashment, EPF etc., if any, strictly in accordance with law as the petitioner has been stated to have worked with the respondent company w.e.f. October, 2005, as is evident from letter dated 29.08.2006 issued by the respondent company.

7. The reference is answered accordingly and the award is passed as per the statements of the parties which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 182 of 2022
Instituted on : 07-06-2022
Decided on : 01-09-2022

The President/General Secretary, Exicom Tele System Ltd. Karamchari Sangh, Solan
District Solan, H.P. *Petitioner.*

Versus

The Factory Manager M/s Exicom Tele System Ltd., Chambaghat, Tehsil & District Solan, H.P.
.. *Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For the Petitioner : Shri Ranvir Singh, Adv.
For the Respondent : Shri Prateek Kumar, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 27.05.2022, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether the demand raised by the President/General Secretary, Exicom Tele System Ltd. Karamchari Sangh, Solan District Solan, H.P. *vide* their demand notice dated 24.03.2021 (copy enclosed) before the management/Factory Manager M/s Exicom Tele System Ltd., Chambaghat, Tehsil & District Solan, H.P. is legal and justified? If yes, to what monetary and other consequential service benefits the above mentioned workmen are entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which Shri Ranvir Singh, Advocate has appeared on behalf of the petitioner whereas Shri Prateek Kumar, Advocate had appeared for respondent.

3. To the fore, S/Shri Rajan Kumar s/o Shri Rajinder Kumar and Upender Sharma s/o Shri Jabar Ram, President and General Secretary of the petitioner union have stated that the reference received from the appropriate government regarding the demands raised by the petitioner union to be fulfilled by the respondent management *vide* demand notice dated 24.03.2021 to be legal and justified or not, stood amicably resolved by way of memorandum of settlement (PX) and annexure PY. They further stated that in order to close the proceedings pending before this Court/Tribunal, a joint application (PZ) has also been filed. To this effect their joint statement recorded separately.

4. Shri Pankaj Gupta, Dy. General manager of the respondent company, *vide* his separate statement, has stated that the matter stood amicably resolved by way of memorandum of settlement (PX) and annexure (PY). He further stated that in order to close the proceedings pending before this Court/Tribunal, a joint application (PZ) has also been filed.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the petitioner stood amicably resolved and finally compromised between the parties in terms of memorandum of settlement (PX) and annexure (PY). From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 182 of 2022.

6. Since, the matter stood amicably resolved and settled between the parties by way of memorandum of settlement (PX) and annexure (PY), therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled between the parties and noting survive in the present reference petition.

7. The reference is answered accordingly and the award is passed as per the statements of parties, memorandum of settlement (PX), annexure (PY) and joint application (PZ), which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H. P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA.**

Reference Number : 263 of 2020
Instituted on : 07-10-2020
Decided on : 01-09-2022

Rakesh Kumar S/o Shri Gian Chand, R/o Village & P.O. Badoh, Tehsil Bhoranj, District Hamirpur, H.P. . .*Petitioner.*

Versus

The Factory Manager M/s Transasia Bio Medical Ltd., Village Malpur, P.O. Bhud, Tehsil Baddi, District Solan, H.P. . .*Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Niranjana Verma, Advocate
For Respondent : Shri Rehman, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 26.09.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Rakesh Kumar s/o Shri Gian Chand, R/o Village & P.O. Badoh, Tehsil Bhoranj, District Hamirpur, H.P. *vide* letter dated 29.05.2020 by the Factory Manager M/s Transasia Bio Medical Ltd., Village Malpur, P.O. Bhud, Tehsil Baddi, District Solan, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has put in appearance through Shri Vivek Chandel. Advocate on 12.01.2021 whereas Shri Parav Sharma, Advocate had appeared for respondent.

3. To the fore, Shri Anil Pathania, Manager, HR of the respondent company, has stated that the reference received from the appropriate government regarding the termination of the services of the petitioner by the respondent *vide* letter dated 29.05.2020, in violation of the Act, stood amicably resolved by way of an amicable settlement (PX), as a result of which the respondent company is ready to pay a sum of ₹ 75,000/- (Seventy Five Thousand), towards lump sum compensation which shall include the past service benefits, back-wages, compensation etc. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Rakesh Kumar, *vide* his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum compensation amount to him amounting to ₹ 75,000/- (Seventy Five Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrate that the Industrial Dispute raised from the side of the petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 75,000/- (Seventy Five Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 263 of 2020.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent Company is directed to pay agreed amount *i.e.* Rs. 75,000/- (Seventy Five Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties and settlement deed (PX), which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 177 of 2022
Instituted on : 20-05-2022
Decided on : 01-09-2022

Urmila Sharma w/o Shri Ram Rattan, r/o Village & P.O. Matter, Tehsil Nahan, District Sirmaur, H.P. . .*Petitioner.*

Versus

The Occupier/Factory Manager M/s Sunvet Healthcare, V.P.O. Shambhuwala, Tehsil Nahan, District Sirmaur, H.P. . .*Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Wasim Khan, Advocate

For Respondent : Shri, Brijesh Chauhan Advocate

AWARD

The following reference petition has been, received from the Appropriate Government vide notification dated 22.04.2022, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Smt. Urmila Sharma w/o Shri Ram Rattan r/o Village & P.O. Matter, Tehsil Nahan, District Sirmaur, H.P. by the Occupier/ Factory Manager M/s Sunvet Healthcare, V.P.O. Shambhuwala, Tehsil Nahan, District Sirmaur, H.P., *w.e.f.* 06.08.2021 without complying with the provisions of the Industrial Disputes Act, 1947 as alleged by the workman is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has put in appearance through Shri Brijesh Chauhan, Advocate on whereas Shri Wasim Khan, Advocate had appeared for respondent.

3. To the fore, Shri Wasim Khan, Advocate for the respondent company, has stated that the reference received from the appropriate government regarding the termination of the services of the petitioner by the respondent *w.e.f.* 06.08.2021, in violation of the Act, stood amicably resolved by way of an amicable settlement, as a result of which the respondent company is ready to pay a sum of ₹ 45,000/- (Forty Five Thousand), towards lump sum compensation which shall include the past service benefits, back-wages, compensation etc. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. Shri Brijesh Chauhan, Ld. Counsel for the petitioner, vide his separate statement, has stated that he has heard and understood the statement of Ld. Counsel for the respondent, who is ready and willing to pay lump sum compensation amount to the petitioner amounting to ₹ 45,000/- (Forty Five Thousand) which is duly acceptable to the petitioner.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 45,000/- (Forty Five Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 177 of 2022.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent Company is directed to pay agreed amount *i.e.* Rs. 45,000/- (Forty Five Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of the Ld. Counsel for the parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H. P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 157 of 2022
Instituted on : 04-04-2022
Decided on : 01-09-2022

Mahender Prasad s/o Shri Narayan Prasad, r/o Village Gharmanatpur, P.O. Pilli, Tehsil Gholisankara, District Mujafrpur, Bohar. . *Petitioner.*

Versus

The Registrar, M/s Baddi University of Sciences & Technologies, Makhnumajra, P.O. Bhud, Tehsil Baddi, District Solan, H.P. . *Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Dinesh Banot, Advocate
For Respondent : Shri Manohar Lal Sharma, Adv.

AWARD

The following reference petition has been, received from the Appropriate Government vide notification dated 14.03.2022, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Mahender Prasad s/o Shri Narayan Prasad, r/o Village Gharmanatpur, P.O. Pilli, Tehsil Gholisankara, District Mujafrpur, Bihar by the Registrar, M/s Baddi University of Sciences & Technologies, Makhnumajra, P.O. Bhud, Tehsil Baddi, District Solan, H.P. *w.e.f.* 26.03.2021 is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which Shri Dinesh Banot, Advocate had appeared for petitioner whereas Shri Manohar Lal Sharma, Advocate had appeared for respondent.

3. To the fore, Shri Ramesh Chand, Assistant Registrar of the respondent university has stated that the industrial dispute raised by the petitioner in reference no. 157 of 2022 qua his termination *w.e.f.* 26.03.2021 stood amicably resolved between the parties *vide* compromise deed (PA). As per the settlement, the respondent university is ready and willing to pay a sum of ₹ 3,95,000/- (Three lacs Ninty Five Thousand) on or before 20.09.2022. The total settlement amount is ₹ 4,25,000/- out of which about ₹ 30,000/- stand already paid to the petitioner. The respondent shall make the remaining payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect, his statement recorded separately.

4. The petitioner Shri Mohinder Prasad vide his separate statement has stated that the industrial dispute raised by me vide reference no. 157 of 2022 stood amicably settled between the parties and the statement made by Shri Ramesh Chand, Assistant Registrar, for the respondent university is acceptable to him and he will not claim any amount over and above in lieu of his reinstatement with all other consequential benefits and he will vacate the accommodation occupied by him in staff quarters of respondent university on or before 21.09.2022.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 3,95,000/- (Three Lacs Ninety Five Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 157 of 2022.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent University is directed to pay agreed amount *i.e.* ₹ 3,95,000/- (Three Lacs Ninety Five Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of the parties and settlement (PA), shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022.

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE RAJESH TOMAR PRESIDING JUDGE H. P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 44 of 2018
Instituted on : 20-02-2018
Decided on : 01-09-2022

Santosh Pal w/o Shri Ashish Pal r/o Pritgya Bhawan, Kamla Nagar Shimla-6, Tehsil & District Shimla, H.P. . .Petitioner.

Versus

The Administrator-cum-CEO Shimla Sanitarium & Hospital, Chaura Maidan Shimla, H.P. . .Respondent. .

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Rajiv Sirkeck, Advocate

For Respondent : Shri B.S. Thakur, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 29.12.2017, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Smt. Santosh Pal w/o Shri Ashish Pal r/o PritgyaBhawan, Kamla Nagar Shimla-6, Tehsil & District Shimla, H.P. by the Administrator-cum-CEO Shimla Sanitarium & Hospital, Chaura Maidan Shimla, H.P. during June, 2016 allegedly without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed her statement of claim praying therein for his reinstatement with all consequential service benefits.

3. To the fore, Shri Naresh Kumar, Incharge, of the respondent hospital, has stated that the reference received from the appropriate government regarding the termination of the services of the petitioner by the respondent during June 2016, in violation of the Act, stood amicably resolved by way of an amicable settlement, as a result of which the respondent company is ready to pay a sum of ₹ 80,000/- (EightyThousand), towards lump sum compensation, which shall include the past service benefits, back-wages, compensation etc. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. He has also placed on record the deed of compromise (PX).To this effect his statement recorded separately.

4. The petitioner Smt. Santosh Pal, vide her separate statement, has stated that she has heard and understood the statement of Shri Naresh Kumar, Incharge of the respondent hospital, who is ready and willing to pay lump sum compensation amount to me amounting to ₹ 80,000/- (EightyThousand) which is duly acceptable to me.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis- a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 80,000/- (Eighty Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is

apparently established that the parties have compromised the industrial dispute arising out of reference no. 44 of 2018.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent hospital is directed to pay agreed amount *i.e.* Rs. 80,000/- (Eighty Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of the parties and settlement deed (PX), shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court, Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H. P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 49 of 2021
Instituted on : 19-02-2021
Decided on : 01-09-2022

Jagat Singh, r/o Village Koti, P.O. Koti Bonch, Tehsil Shillai, District Sirmaur, H.P.

. .Petitioner.

Versus

1. The Project Manager M/s Himshakti Project Pvt. Ltd., SainjKhad, P.O. Dharchandana, Tehsil Chopal, District Shimla, H.P.
2. The Managing Director M/s MOMS Pvt. Ltd., Plot No. 143-144, Udyog Vihar, Phase-IV, Gurugram, Haryana
. .Respondent.

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Ms. Anu Tuli, Advocate
For Respondent No. 1 : Shri Prateek Kumar, Advocate
For Respondent No. 2 : Shri Rahul Mahajan, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government *vide* notification dated 19.01.2021, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Jagat Singh Helper, Emp. Code 13600004, r/o Village Koti, P.O. Koti Bonch, Tehsil Shillai, District Sirmaur, H.P. by the Managing Director M/s MOMS Pvt. Ltd., Plot No. 143-144, UdyogVihar, Phase-IV, Gurugram, Haryana (Contractor) and Project Manager M/s Himshakti Project Pvt. Ltd., Sainj Khad, P.O. Dharchandana, Tehsil Chopal, District Shimla, H.P. (Principal employer) *w.e.f.* 18.08.2020 is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all consequential service benefits.

3. To the fore, Shri Vinay Kumar, Assistant Manager HR for the respondent company, has stated that the reference received from the appropriate government regarding the termination of the services of the petitioner by the respondents *w.e.f.* 18.08.2020, in violation of the Act, stood amicably resolved by way of an amicable settlement, as a result of which the respondent company is ready to pay a sum of ₹ 85,000/- (Eighty Five Thousand), towards lump sum compensation, which shall include the past service benefits, back-wages, compensation etc. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Jagat Singh, vide his separate statement, has stated that he has heard and understood the statement of Shri Vinay Kumar, Assistant Manager, HR for the respondent, who is ready and willing to pay lump sum compensation amount to me amounting to ₹ 85,000/- (Eighty Five Thousand) which is duly acceptable to me.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 85,000/- (Eighty Five Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 49 of 2021.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent Company is directed to pay agreed amount *i.e.* Rs. 85,000/- (Eighty Five Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of the parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA,
CAMP AT NAHAN**

Reference Number : 46 of 2020
Instituted on : 04-03-2020
Decided on : 29-09-2022

Rajender Singh s/o Shri Banku Ram, r/o Village Salwala, P.O. Gorkhuwala, Tehsil Paonta Sahib, District Sirmour, H.P. . .*Petitioner..*

Versus

The Factory Manager M/s PDC Healthcare Rampurghat, Paonta Sahib, District Sirmour, H.P. . .*Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : ShriPrateek Kumar, Advocate
For Respondent : Shri Shazad Khan, AR

AWARD

The following reference petition has been, received from the Appropriate Government vide notification dated 28.02.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Rajender Singh S/o Shri Banku Ram, r/o Village Salwala, P.O. Gorkhuwala, Tehsil Paonta Sahib, District Sirmour, H.P. *w.e.f.* 27.06.2016 by the Factory Manager M/s PDC Healthcare Rampurghat, Paonta Sahib, District Sirmour, H.P., without complying with the provisions of the Industrial Disputes Act, 1947 is legal and justified? If not, what relief including reinstatement, back wages, seniority, past service benefits and compensation the above ex-worker is entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which the petitioner has filed his statement of claim praying therein for his reinstatement with all service benefits including back-wages.

3. To the fore, Shri Shazad Khan, Office Assistant of respondent company has stated that the matter stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready and willing to pay a sum of ₹95,000/- (Ninety Five Thousand), towards lump sum compensation, to the petitioner. The respondent shall make the payment within a period of 30 (thirty) days failing which the petitioner shall be entitled for penal interest @ 9% per annum. To this effect his statement recorded separately.

4. The petitioner Shri Rajender Singh, vide his separate statement, has stated that he has heard and understood the statement of respondent, who is ready and willing to pay lump sum compensation amount to him amounting to ₹ 95,000/- (Ninety Five Thousand) which is duly acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrate that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 95,000/- (Ninety Five Thousand) as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 46 of 2020.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated. The Respondent company is directed to pay agreed amount *i.e.* ₹ 95,000/- (Ninety Five Thousand) within a period of thirty days from today otherwise the same shall carry interest @ 9% per annum.

7. The reference is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA,
CAMP AT NAHAN**

Application Number : 11 of 2022
Instituted on : 18-01-2022
Decided on : 29-09-2022

Devender Singh s/o Shri Khetal Singh, r/o Village Ogli, Opposite Ruchira Gate No.1, Kala Amb, Nahan District Sirmaur, H.P. . .Petitioner.

Versus

M/s Surya Textech, Village Rampur Jattan, Kala Amb, Tehsil Nahan, District Sirmaur, H.P.
..Respondent.

Petition under section 2-A of the Industrial Disputes Act, 1947

For Petitioner : Shri Karan Chauhan, Advocate

For Respondent : Shri Brijesh Chauhan, Advocate

AWARD

The present petition has been filed by the petitioner under section 2-A of the Industrial Disputes Act, 1947 praying therein that the respondent may kindly be directed to pay a sum of ₹ 27,000/- for the three month's salary and PF + 50,000/- for mental agony and harassment to him.

2. On receipt of the aforesaid petition, notices were issued to the respondent in pursuance to which Shri Brijesh Chauhan, Advocate had appeared on behalf of the respondent.

3. To the fore, Shri Abhishek Garg, AR for respondent company has stated that the matter stood amicably resolved by way of an amicable settlement as a result of which the respondent company is ready and willing to pay a sum of ₹ 15,414/- (Fifteen Thousand Four Hundred Fourteen) through cheque No. 908281 dated 29.09.2022 of Canara Bank, Kala Amb plus ₹ 500/- (Five Hundred) in cash today *i.e.* on 29.9.2022, towards lump sum compensation, to the petitioner. To this effect his statement recorded separately.

4. The petitioner Shri Devender Singh, *vide* his separate statement, has stated that he has heard and understood the statement of respondent and the lump sum compensation amount as paid by the respondent *i.e.* ₹ 15,414/- (Fifteen Thousand Four Hundred Fourteen) through cheque No. 908281 dated 29.09.2022 of Canara Bank, Kala Amb plus ₹ 500/- (Five Hundred) in cash today *i.e.* on 29.9.2022 is acceptable to him.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties and the respondent has agreed to pay a sum of ₹ 15,414/- (Fifteen Thousand Four Hundred Fourteen) through cheque No. 908281 dated 29.09.2022 of Canara Bank, Kala Amb plus ₹ 500/- (Five Hundred) in cash today *i.e.* on 29.9.2022 as full and final settlement amount of the claim. From the aforesaid statements of the parties, it is apparently established that the parties have compromised the industrial dispute arising out of Application No. 11 of 2022.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled to which the petitioner has been fully & finally compensated by paying ₹ 15,414/- (Fifteen Thousand Four Hundred Fourteen) through cheque No. 908281 dated 29.09.2022 of Canara Bank, Kala Amb plus ₹ 500/- (Five Hundred) in cash today *i.e.* on 29.9.2022.

7. The present claim petition is answered accordingly and the award is passed as per the statements of parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

**BEFORE SHRI RAJESH TOMAR PRESIDING JUDGE H.P. INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, SHIMLA**

Reference Number : 236 of 2020
Instituted on : 01-10-2020
Decided on : 30-09-2022

The President and General Secretary, Swan Aluminums Pvt. Ltd. Workers Union Hill Top Industrial Estate, Near Export Park, Jharmajri Baddi, District Solan, H.P. c/o Shri Chaman Lal s/o Shri Gita Ram, r/o VPO Kundlu, Tehsil Nalagarh, District Solan, H.P. . .*Petitioner.*

Versus

The Occupier/Factory Manager M/s Swan Aluminums Pvt. Ltd. Hill Top Industrial Estate, Near Export Park, Jharmajri Baddi, District Solan, H.P. . .*Respondent.*

Reference under section 10 of the Industrial Disputes Act, 1947

For Petitioner : Shri Niranjana Verma, Advocate
For Respondent : Shri Khushi Ram Verma, Advocate

AWARD

The following reference petition has been, received from the Appropriate Government vide notification dated 18.09.2020, under section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to be as the Act), for its legal adjudication:

“Whether termination of the services of Shri Chaman Lal S/o Shri Gita Ram and other 50 workmen (As per list enclosed at Annexure A), without complying with the provisions of the Industrial Disputes Act, 1947, on account of closure of M/s Swan Aluminums Pvt. Ltd. Hill Top Industrial Estate, Near Export Park, Jharmajri, Baddi, District Solan, H.P. *w.e.f.* 23.03.2020, due to lock-down declared by the Government of India to contain the spread of COVID 19 virus and thereafter not opening the industrial establishment by the management of M/s Swan Aluminums Pvt. Ltd. Hill Top Industrial Estate, Near Export Park, Jharmajri, Baddi, District Solan, H.P. when the activities were started in the country, is legal and justified? If not, what relief including reinstatement, back-wages, past service benefits and compensation the above aggrieved workmen are entitled to from the above employer/management?”

2. On receipt of the said reference from the Appropriate Government, notices were issued to the concerned parties in pursuance to which Shri Niranjana Verma, Advocate had appeared on behalf of the petitioner whereas Shri Khushi Ram Verma, Advocate had appeared for respondent.

3. To the fore, Shri Khushi Ram Verma, Ld. Counsel for the respondent company has stated that the matter stood amicably resolved by way of an amicable settlement, hence, nothing survive in the present reference petition. To this effect his statement recorded separately.

4. Shri Niranjana Verma, Ld. Counsel for the petitioner, vide his separate statement, has stated that the matter stood amicably resolved between the parties, hence, he does not want to proceed further with this reference petition.

5. Thus, keeping in view the attendant facts and circumstances of the case *vis-a-vis* perusal of the case record manifestly and conclusively goes to demonstrates that the Industrial Dispute raised from the side of the late petitioner stood amicably resolved and finally compromised between the parties. From the aforesaid statements of the Ld. Counsel for the parties, it is apparently established that the parties have compromised the industrial dispute arising out of reference no. 236.

6. Since, the matter stood amicably resolved and settled between the parties by way of amicable settlement, therefore, nothing survives in the present industrial dispute. Consequently, the industrial dispute raised by the petitioner stood amicably settled.

7. The reference is answered accordingly and the award is passed as per the statements of the Ld. Counsel for the parties, which shall form the integral part and parcel of this award.

8. Let a copy of this award be communicated to the appropriate government for publication in the official gazette. File, after completion, be consigned to records.

Announced:
1.9.2022

Sd/-
(RAJESH TOMAR),
Presiding Judge,
Industrial Tribunal-cum- Labour Court,
Shimla.

CHANGE OF NAME

I, Jishan Lal s/o Late Sh. Munshi Ram, r/o Village Goskwari, P.O. Goansari, Tehsil Chirgaon, District Shimla (H.P.) declare that I want to change my father's name from Layak Ram to Munshi Ram in my Pan Card/All documents. That my father's new name is Munshi Ram *vide* Affidavit No. 01AA 488312, dated 17-11-2022.

JISHAN LAL,
s/o Late Sh. Munshi Ram,
r/o Village Goskwari, P.O. Goansari,
Tehsil Chirgaon, District Shimla Himachal Pradesh.

नाम परिवर्तन

मैं, नितिश ठाकुर सुपुत्र श्री सुरेश कुमार, निवासी मकान नम्बर 207, वार्ड नम्बर 1, कृष्णा नगर, तहसील व जिला हमीरपुर (हि0 प्र0) सर्वसाधारण को सूचित करता हूं कि मैंने अपना नाम रजत ठाकुर से बदलकर नितिश ठाकुर कर लिया है। संबंधित नोट करें।

नितिश ठाकुर,
सुपुत्र श्री सुरेश कुमार,
निवासी मकान नम्बर 207, वार्ड नम्बर 1,
कृष्णा नगर, तहसील व जिला हमीरपुर (हि0 प्र0)।
